

**AGENCY SAFETY TRAINING
COLLABORATIVE SAFETY, LLC
COR-SVCS-2023-0475-DIR**

THIS CONTRACT is entered into by and between the State of Montana, **Montana Department of Corrections**, (State), whose address and phone number are P.O. Box 201301, 5 S. Last Chance Gulch, Helena, MT 59620-1301, (406) 444-3930, and **Collaborative Safety, LLC**, whose address, and phone number are 8161 Hwy. 100 #206, Nashville, TN 37221, (916) 548-5041.

1. EFFECTIVE DATE, DURATION, AND RENEWAL

1.1 Contract Term. The Contract's initial term is, June 1, 2022 through June 30, 2024, unless terminated earlier as provided in this Contract. In no event is this Contract binding on State unless State's authorized representative has signed it. The legal counsel signature approving legal content of the Contract and the procurement officer signature approving the form of the Contract do not constitute an authorized signature.

1.2 Contract Renewal. State may renew this Contract under its then-existing terms and conditions subject to potential cost adjustments described below in Section 2 in one (1) year intervals, or any interval that is advantageous to State. This Contract, including any renewals, may not exceed a total of seven (7) years.

2. COST ADJUSTMENTS

Cost Adjustments Negotiated Based on Changes in Contractor's Costs. The parties may negotiate cost adjustments. Any cost increases must be based on demonstrated industrywide or regional increases in Contractor's costs. State is not obligated to agree to a cost increase.

3. SERVICES

Contractor shall provide State the safety training services as set forth in the scope of work proposal, dated May 24, 2022, which is attached herein as Attachment A.

4. WARRANTIES

Warranty of Services. Contractor warrants that the services provided conform to the Contract requirements, including all descriptions, specifications and attachments made a part of this Contract. State's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this Contract, at law, or in equity, State may require Contractor to promptly correct, at Contractor's expense, any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished.

5. CONSIDERATION/PAYMENT

5.1 Payment Schedule. In consideration of the safety training services to be provided, State shall pay Contractor according to the following schedule:

(June 1, 2022 – June 30, 2024)	<u>COST</u>	<u>TOTAL</u>
<u>Agency Wide</u>		
Systemic Critical Incident Review (SCIR)	\$33,000	\$ 33,000.00
Institute - Virtual		
Technical Assistance Phase 1 with Virtual	\$7,500 x 10	\$ 75,000.00
Quarterly Days		
Technical Assistance Phase 2 with Virtual	\$6,500 x 12	\$ 78,000.00
Quarterly Day		
Orientations - Virtual – 1 three-hour session	\$2,500 x 4	\$ 10,000.00
(300 participants)		
eLearn Year 1 (up to 1,500 users)	\$30,000	\$ 30,000.00
eLearn Year 2+ (up to 1,500 users)	\$7,500	<u>\$ 7,500.00</u>
<u>Agency Wide Total</u>		<u>\$233,500.00</u>
<u>Central Office</u>		
Safety Leadership Institute 1 day	\$10,000 x 1	\$ 10,000.00
(<24 participants)		
Leadership Labs (per 12 participant cohort)	\$24,000 x 3	\$ 72,000.00
12 Months - Onsite		
Advanced Practical Training Institute: 12 Month	\$48,000 x 1	<u>\$ 48,000.00</u>
(<24 participants) 3 Facilities Combined - Onsite		
<u>Central Office Total</u>		<u>\$130,000.00</u>
<u>Montana State Prison (MSP)</u>		
Safety Leadership Institute 1 day	\$10,000 x 6	\$ 60,000.00
(<24 participants)		
Orientations – Onsite – 2 three-hour sessions	\$6,000 x 10	\$ 60,000.00
(unlimited participants)		
Leadership Labs (per 12 participant cohort)	\$22,000 x 8	<u>\$176,000.00</u>
12 Months – Virtual		
<u>MSP Total</u>		<u>\$296,000.00</u>
<u>Probation and Parole</u>		
Safety Leadership Institute 1 day	\$10,000 x 2	\$ 20,000.00
(<24 participants)		
Orientations - Virtual – 1 three-hour session	\$2,500 x 4	\$ 10,000.00
(300 participants)		
Leadership Labs (per 12 participant cohort)	\$22,000 x 3	<u>\$ 66,000.00</u>
12 Months - Virtual		
<u>Probation & Parole Total</u>		<u>\$ 96,000.00</u>

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Montana Women's Prison (MWP)

Safety Leadership Institute 1 day (<24 participants)	\$10,000 x 1	\$ 10,000.00
Orientations - Onsite – 2 three-hour sessions (unlimited participants)	\$6,000 x 4	\$ 24,000.00
Leadership Labs (per 12 participant cohort) 12 Months - Virtual	\$22,000 x 1	<u>\$ 22,000.00</u>
<u>MWP Total</u>		<u>\$ 56,000.00</u>

Pine Hills Correctional Facility (PHCF)

Safety Leadership Institute 1 day (<24 participants)	\$10,000 x 1	\$ 10,000.00
Orientations - Onsite – 2 three-hour sessions (unlimited participants)	\$ 6,000 x 4	\$ 24,000.00
Leadership Labs (per 12 participant cohort) 12 Months - Virtual	\$22,000 x 1	<u>\$ 22,000.00</u>
<u>PHCF Total</u>		<u>\$ 56,000.00</u>

TOTAL NTE**\$867,500.00**

5.2 Withholding of Payment. Subject to provisions of Section 17, Event of Breach – Remedies, State may withhold payments to Contractor if Contractor has breached this Contract. Such withholding may not be greater than, in the aggregate, 5% of the total value of the subject statement of work or applicable contract.

5.3 Payment Terms. Unless otherwise noted in the solicitation document, State has thirty (30) days from receipt to pay invoices, as allowed by § 17-8-242, MCA. Contractor shall provide banking information at the time of Contract execution in order to facilitate State's electronic funds transfer payments.

5.4 Reference to Contract. The Contract number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the Contract. If the number is not provided, State is not obligated to timely pay the invoice.

6. ACCESS AND RETENTION OF RECORDS

6.1 Access to Records. Contractor shall provide State, Legislative Auditor, or their authorized agents access to any records necessary to determine Contract compliance. State may terminate this Contract under Section 16, Contract Termination, without incurring liability, for Contractor's refusal to allow access as required by this section. (§ 18-1-118, MCA.)

6.2 Retention Period. Contractor shall create and retain all records supporting the safety training services as set forth in the scope of work proposal dated May 24, 2022, which is attached herein as Attachment A, for a period of eight (8) years after either the completion date of this Contract or termination of the Contract.

7. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

Contractor may not assign, transfer, or subcontract any portion of this Contract without State's prior written consent. (§ 18-4-141, MCA) Contractor is responsible to State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions

of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and State under this Contract.

8. DEFENSE, INDEMNIFICATION / HOLD HARMLESS

Contractor shall protect, defend, indemnify, and save harmless the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, liabilities, demands, causes of action, judgments, and losses, including all costs of defense and reasonable attorney fees, arising in favor of or asserted by Contractor's employees and agents, its subcontractors, its subcontractor's employees and agents, or third parties on account of property damage, personal injury, bodily injury, death, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of or in connection with this Contract.

Contractor waives all claims, demands, causes of action, and recourse against the State, including claims of contribution or indemnity, arising in favor of Contractor on account of property damage, personal injury, bodily injury, death, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of or in connection with this Contract.

9. REQUIRED INSURANCE

9.1 General Requirements. Contractor shall maintain for the duration of this Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

9.2 Primary Insurance. Contractor's insurance coverage shall be primary insurance with respect to State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by State, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

9.3 Specific Requirements for Commercial General Liability. Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of **\$1,000,000** per occurrence and **\$2,000,000** aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor, products, and completed operations, and the premises owned, leased, occupied, or used.

9.4 Specific Requirements for Automobile Liability. Contractor shall purchase and maintain coverage with split limits of **\$500,000** per person (personal injury), **\$1,000,000** per accident occurrence (personal injury), and **\$100,000** per accident occurrence (property damage), OR combined single limits of **\$1,000,000** per occurrence, to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, owned, or borrowed by Contractor.

9.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by State. At the request of State either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects State, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

9.6 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by Department of Corrections, P.O. Box 201301, 5 S. Last Chance Gulch, Helena, MT 59620-1301. *The certificates must name the State of Montana as certificate holder and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies.* Contractor must notify State immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. State reserves the right to require complete copies of insurance policies at all times.

9.7 Recommended Cyber/Data Information Security Insurance. The Contractor acknowledges responsibility for loss or unauthorized acquisition of personal information it holds such as social security numbers, credit card numbers, financial account information, or other information that uniquely identifies an individual and may be of a sensitive nature in accordance with § 2-6-1501, MCA through § 2-6-1503, MCA. In absence of insurance coverage specific to this type of coverage, Contractor assumes personal liability for any such information breaches.

10. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with §§ 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire Contract term and any renewal. Upon expiration, a renewal document must be sent to Department of Corrections, P.O. Box 201301, 5 S. Last Chance Gulch, Helena, MT 59620-1301.

11. COMPLIANCE WITH LAWS

11.1 Applicable Laws. Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act 42 U.S.C. § 18001 et seq. Contractor will comply with the Prison Rape Elimination Act 34 U.S.C. § 30301 et seq., the Prison Rape Elimination Act final rule 28 CFR Part 115, and MDOC Policy 1.1.17, Prison Rape Elimination Act to include incident reporting. State has a zero-tolerance policy as to incidents of sexual assault/rape or sexual misconduct in its correctional facilities or premises. Contractor is referred to § 45-5-501 MCA. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with § 49-3-207, MCA, and State of Montana Executive Order No. 04-2016, Contractor agrees that the hiring of persons to

perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

11.2 Affordable Care Act. The Affordable Care Act requires a Contractor, if Contractor is an applicable large employer under the ACA, to provide healthcare coverage for its employees who provide services for the State and work for 30 or more hours per week. This coverage must also cover the eligible employee's dependents under the age of 26. The coverage must (a) meet the minimum essential coverage, minimum value, and affordability requirements of the employer responsibility provisions under Section 4980H of the Code (ACA), and (b) otherwise satisfy the requirements of the Code § 4980H (ACA).

12. DISABILITY ACCOMMODATIONS

State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

13. TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED

Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (§ 18-5-603, MCA) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

14. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with §§ 35-14-1505, 35-8-1001, and 35-12-1309 MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. §§ 35-8-1001, 35-12-1302, and 35-14-1502, MCA. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sosmt.gov>.

15. INTELLECTUAL PROPERTY/OWNERSHIP

15.1 Title and Ownership Rights. State retains title to and all ownership rights in all data and content, including but not limited to multimedia or images (graphics, audio, and video), text, and the like provided by State (the "Content"), but grants Contractor the right to access and use Content for the purpose of complying with its obligations under this Contract and any applicable statement of work.

15.2 Ownership of Work Product. Contractor shall execute any documents or take any other actions as may reasonably be necessary, or as State may reasonably request, to perfect State's ownership of any Work Product. Work product is defined as: (i) all deliverables and other materials, products, or modifications that Contractor has developed or prepared for State under this Contract; (ii) any program code, or site-related program code that Contractor has created, developed, or prepared under or primarily in support of the performance of its specific obligations under this Contract; and (iii) manuals, training materials, and documentation. All information described in (i), (ii), and (iii) is collectively called the "Work Product".

15.3 Copy of Work Product. Contractor shall, at no cost to State, deliver to State, upon State's request during the term of this Contract or at its expiration or termination, a current copy of all Work Product in the form and on the media in use as of the date of State's request, or such expiration or termination.

15.4 Ownership of Contractor Pre-Existing Materials. Contractor retains ownership of all literary or other works of authorship (such as software programs and code, documentation, reports, and similar works), information, data, intellectual property, techniques, subroutines, algorithms, methods or related rights and derivatives that Contractor owns at the time this Contract is executed or otherwise developed or acquired independent of this Contract and employed by Contractor in connection with the services provided to State (the "Contractor Pre-existing Materials"). Contractor Pre-existing Materials are not Work Product. Contractor shall provide full disclosure of any Contractor Pre-existing Materials to State before its use and to prove its ownership. If, however, Contractor fails to disclose to State such Contractor Pre-existing Materials, Contractor shall grant State a nonexclusive, worldwide, paid-up license to use any Contractor Pre-existing Materials embedded in the Work Product to the extent such Contractor Pre-existing Materials are necessary for State to receive the intended benefit under this Contract. Such license shall remain in effect for so long as such Pre-Existing Materials remain embedded in the Work Product. Except as otherwise provided for in Section 15.2, Ownership of Work Product, or as may be expressly agreed in any statement of work, Contractor shall retain title to and ownership of any hardware it provides under this Contract.

16. CONTRACT TERMINATION

16.1 State Termination for Cause with Notice to Cure Requirement. State may terminate this Contract in whole or in part for Contractor's failure to materially perform any of the services, duties, terms, or conditions contained in this Contract after giving Contractor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

16.2 State Termination for Convenience. State may, by written notice to Contractor, terminate this Contract without cause and without incurring liability to Contractor. State shall give notice of termination to Contractor at least 30 days before the effective date of termination. State shall pay Contractor only that amount, or prorated portion thereof, owed to Contractor up to the date State's termination takes effect. This is Contractor's sole remedy. State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

16.3 Contractor Termination for Cause with Notice to Cure Requirement. Contractor may terminate this Contract for State's failure to perform any of its duties under this Contract after giving State written notice of the failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

16.4 Reduction of Funding. State must, by law, terminate this Contract if funds are not appropriated or otherwise made available to support State's continuation of performance of this Contract in a subsequent fiscal period. (§ 18-4-313(4), MCA). If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, State shall terminate this Contract as required by law. State shall provide Contractor the date State's termination shall take effect. State shall not be liable to Contractor for any payment that would have been payable had the Contract not been terminated under this provision. As stated above, State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date State's termination takes effect. This is Contractor's sole remedy. State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

16.5 Right of Assurance. If State, in good faith, has reason to believe that Contractor does not intend to, is unable to, or has refused to perform or continue performing all material obligations under this Contract, State may demand in writing that Contractor give a written assurance of intent to perform. Contractor's failure to provide written assurance within the number of days specified in the demand (in no event less than five business days) may, at State's option, be the basis for terminating this Contract and pursuing the rights and remedies available under this Contract or law.

17. EVENT OF BREACH – REMEDIES

17.1 Event of Breach by Contractor. Any one or more of the following Contractor acts or omissions constitute an event of material breach under this Contract:

- Products or services furnished fail to conform to any requirement;
- Failure to submit any report required by this Contract;
- Failure to perform any of the other terms and conditions of this Contract;
- Beginning work under this Contract without prior State approval or breaching Section 22.1, Technical or Contractual Problems, obligations; or
- Voluntary or involuntary bankruptcy or receivership.

17.2 Event of Breach by State. State's failure to perform any material terms or conditions of this Contract constitutes an event of breach.

17.3 Actions in Event of Breach. Upon Contractor's material breach, State may:

- Terminate this Contract under Section 16.1, State Termination for Cause with Notice to Cure Requirement and pursue any of its remedies under this Contract, at law, or in equity; or
- Treat this Contract as materially breached and pursue any of its remedies under this Contract, at law, or in equity.

Upon State's material breach, Contractor may:

- Terminate this Contract under Section 16.3, Contractor Termination for Cause with Notice to Cure Requirement, and pursue any of its remedies under this Contract, at law, or in equity; or
- Treat this Contract as materially breached and, except as the remedy is limited in this Contract, pursue any of its remedies under this Contract, at law, or in equity.

18. FORCE MAJEURE

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than five working days after the onset. If the notice is not provided within the five-day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this Contract, unless the parties mutually agree that the obligation is excused because of the condition.

19. WAIVER OF BREACH

Either party's failure to enforce any contract provisions after any event of breach is not a waiver of its right to enforce the provisions and exercise appropriate remedies if the breach occurs again. Neither party may assert the defense of waiver in these situations.

20. CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the Contract shall be granted without State's prior written consent. Product or services provided that do not conform to the Contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

21. LIAISONS AND SERVICE OF NOTICES

21.1 Contract Liaisons. All project management and coordination on State's behalf must be through a single point of contact designated as State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed under this Contract must be coordinated between State's liaison and Contractor's liaison.

Cynthia Wolken is State's liaison
5 S. Last Chance Gulch
Helena, MT 59620-1301
(406) 444-0406
cynthia.wolken@mt.gov

Scott Modell is Contractor's liaison
8161 Hwy 100 #206
Nashville, TN 37221
(916) 548-5041
sm@collaborative-safety.com

21.2 Contract Manager. State's Contract Manager identified below is State's single point of contact and shall perform all contract management on State's behalf. Written notices, requests, complaints, or any other issues regarding this Contract should be directed to State's Contract Manager.

Carleen Green is State's Contract Manager
5 S. Last Chance Gulch
Helena, MT 59620-1301
(406) 444-4939
carleen.green@mt.gov

21.3 Notifications. State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, email, mail, or facsimile. If notice is provided by personal service, email, or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective on the third business day after mailing.

21.4 Identification/Substitution of Personnel. The personnel identified or described in Contractor's proposal shall perform the services provided for State under this Contract. Contractor agrees that any personnel substituted during the term of this Contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. State reserves the right to approve Contractor personnel assigned to work under this Contract and any changes or substitutions to such personnel. State's approval of a substitution will not be unreasonably withheld. This approval or disapproval shall not relieve Contractor to perform and be responsible for its obligations under this Contract. State reserves the right to require Contractor personnel replacement. If Contractor personnel become unavailable, Contractor shall provide an equally qualified replacement in time to avoid delays to the work plan.

22. MEETINGS

22.1 Technical or Contractual Problems. Contractor shall meet with State's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and State in the performance of their respective obligations, at no additional cost to the State. State may request the meetings as problems arise and will be coordinated by State. State shall provide Contractor a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.

22.2 Failure to Notify. If Contractor fails to specify in writing any problem or circumstance that materially affects the costs of its delivery of services or products, including a material breach by State, about which Contractor knew or reasonably should have known with respect to the period during the term covered by Contractor's status report, Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope.

22.3 State's Failure or Delay. For a problem or circumstance identified in Contractor's status report in which Contractor claims was the result of State's failure or delay in discharging any State obligation, State shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If State agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby and provide for any additional charges by Contractor. This is Contractor's sole remedy. If State does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

23. TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, if the Contract is otherwise terminated before project completion, or if particular work on a project is terminated for any reason, Contractor shall provide transition assistance for a reasonable, mutually agreed period of time after the expiration or termination of this Contract or

particular work under this Contract. The purpose of this assistance is to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to State or its designees. The parties agree that such transition assistance is governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance. State shall pay Contractor for any resources utilized in performing such transition assistance at the most current Contract rates. If State terminates a project or this Contract for cause, then State may offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages State may have sustained as a result of Contractor's breach.

24. CHOICE OF LAW AND VENUE

Montana law governs this Contract. The parties agree that any litigation concerning this bid, proposal, or this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees, except as provided in Section 8, Defense, Indemnification/Hold Harmless.

25. TAX EXEMPTION

State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act 42 U.S.C. § 18001 et seq.

26. PERSONAL PROPERTY TAX

All personal property taxes will be paid by Contractor.

27. AUTHORITY

This Contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

28. SEVERABILITY

A declaration by any court or any other binding legal source that any provision of the Contract is illegal and void shall not affect the legality and enforceability of any other provision of the Contract unless the provisions are mutually and materially dependent.

29. PARAGRAPH HEADINGS

The captions and headings set forth in this Contract are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

30. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

30.1 Contract. This Contract consists of 13 numbered pages and any Attachments as required. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

30.2 Entire Agreement. These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

31. WAIVER

State's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

Remainder of this page intentionally left blank.

32. EXECUTION

The parties through their authorized agents have executed this Contract on the dates set out below.

STATE OF MONTANA
Montana Department of Corrections
5 S. Last Chance Gulch
Helena, MT 59601

Collaborative Safety, LLC
8161 Hwy. 100 #206
Nashville, TN 37221

DocuSigned by:

3869A08542B943F...
Brian Gootkin, Director 8/10/2022
(Date)

DocuSigned by:

250A69F843F0456...
Scott J. Modell, Ph.D., Founder 8/10/2022
(Date)

Approved as to Form:

DocuSigned by:

B15D8BA0850A493...
Carleen Green, Contracts Manager 8/10/2022
Financial Services Bureau (Date)

Approved as to Legal Content:

DocuSigned by:

41E915492B274F4...
Molenda McCarty, Legal Counsel 8/10/2022
Legal Services Bureau (Date)



TRANSFORMING CULTURE | TOGETHER

Montana Department of Corrections

Scope of Work Proposal

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Contractor Information:

Collaborative Safety, LLC

8161 Hwy 100 #206

Nashville, TN 37221

916-548-5041

sm@collaborative-safety.com

Proposal Timeline: June 1, 2022 – June 30, 2024

Collaborative Safety, LLC proposes the following two-year scope of service proposal. The proposal is designed for the Montana Department of Corrections (DOC) to support a culture of safety through integration of safety science across the Department and develop or transform review systems including systemic critical incident reviews using contemporary safety science using a nationally recognized model. The Collaborative Safety model is founded in safety science, behavior analysis, forensic interviewing and is encased in a trauma informed lens. All trainings, institutes and labs are designed to enhance organizational function with respect to a safe culture, staff resiliency, equity, and improved outcomes for staff and clients served. The scope below provides for flexibility in activity/training selection for DOC to adapt and adjust its scope of work as needs evolve across this two-year period.

**Scope of Work: (June 1, 2022 – June 30, 2024)**

DELIVERABLES	COST	TOTAL
Agency Wide		
Systemic Critical Incident Review (SCIR) Institute - Virtual	\$33,000	\$33,000.00
Technical Assistance Phase 1 with Virtual Quarterly Days	\$7,500 x 10	\$75,000.00
Technical Assistance Phase 2 with Virtual Quarterly Day	\$6,500 x 12	\$78,000.00
Orientations - Virtual – 1 three-hour session (300 participants)	\$2,500 x 4	\$10,000.00
eLearn Year 1 (up to 1,500 users)	\$30,000	\$30,000.00
eLearn Year 2+ (up to 1,500 users)	\$7,500	\$7,500.00
Total		\$233,500.00
Central Office		
Safety Leadership Institute 1 day (<24 participants)	\$10,000 x 1	\$10,000.00
Leadership Labs (per 12 participant cohort) 12 Months - Onsite	\$24,000 x 3	\$72,000.00
Advanced Practical Training Institute: 12 Month (<24 participants) 3 Facilities Combined - Onsite	\$48,000 x 1	\$48,000.00
Total		\$130,000.00
Montana State Prison		
Safety Leadership Institute 1 day (<24 participants)	\$10,000 x 6	\$60,000.00
Orientations - Onsite – 2 three-hour sessions (unlimited participants)	\$6,000 x 10	\$60,000.00
Leadership Labs (per 12 participant cohort) 12 Months - Virtual	\$22,000 x 8	\$176,000.00
Total		\$296,000.00



Probation and Parole		
Safety Leadership Institute 1 day (<24 participants)	\$10,000 x 2	\$20,000.00
Orientations - Virtual - 1 three-hour session (300 participants)	\$2,500 x 4	\$10,000.00
Leadership Labs (per 12 participant cohort) 12 Months - Virtual	\$22,000 x 3	\$66,000.00
Total		\$96,000.00
Montana Women's Prison		
Safety Leadership Institute 1 day (<24 participants)	\$10,000 x 1	\$10,000.00
Orientations - Onsite - 2 three-hour sessions (unlimited participants)	\$6,000 x 4	\$24,000.00
Leadership Labs (per 12 participant cohort) 12 Months - Virtual	\$22,000 x 1	\$22,000.00
Total		\$56,000.00
Pine Hills Correctional Facility		
Safety Leadership Institute 1 day (<24 participants)	\$10,000 x 1	\$10,000.00
Orientations - Onsite - 2 three-hour sessions (unlimited participants)	\$6,000 x 4	\$24,000.00
Leadership Labs (per 12 participant cohort) 12 Months - Virtual	\$22,000 x 1	\$22,000.00
Total		\$56,000.00
	TOTAL NTE	867,500.00



State of Montana DOC Collaborative Safety Full Suite of Trainings and Cost: 2022–2024

Detailed Description of Work

Systemic Critical Incident Review Institute (SCIR)

If selected, must include Technical Assistance Phase 1

The Systemic Critical Incident Review Institute is an institute engineered to provide a formal skill set to professionals in organizational safety and quality assurance for conducting systemic reviews utilizing safety science and a nationally recognized model (Collaborative Safety Model). The Systemic Critical Incident Review Institute can be live onsite or live virtual. The onsite Institute is delivered in three consecutive days. The virtual institute has flexibility in how many virtual sessions it can encompass. Both the onsite and virtual Institutes are comprised of four courses:

- Introduction to Human Factors and Systems Safety
- Human Factors Debriefing
- Accident Analysis
- Systems Analysis

Course 1: Introduction to Human Factors and System Safety

This introduction lays the groundwork for the participants' knowledge about safety. The course provides a framework of system safety and is designed to engage participants with a comprehensive and holistic introduction to Human Factors and System Safety. Contrasting models and approaches are presented to give participants an increased command of relevant scientific literature. Concepts and learning objectives are presented in a way that enables participants to make information meaningful. Throughout the course, information is strategically and thoughtfully connected to prior education and experience in their own domain. Upon completion of this course, participants leave with a rich vocabulary and a collection of tools and skillsets to use directly in their work.

*Materials:*

- Introduction to Human Factors and System Safety Learning Packet
- Human Factors and System Safety Learning Packet
- Critical Incident Review Process Flow

Learning Modules:

- a. New View of System Safety
 - Evolution of safety principles, ultimately leading to contemporary concepts and models of system safety.
- b. Theories of Safety and Accidents
 - Contemporary approaches to promoting safety and learning from accidents.
- c. Accountability and Learning from Failure
 - Makes practical sense of contrasting theories and approaches.

Course II: Human Factors Debriefing

This course builds off the foundational knowledge learned from the Introduction to Human Factors and System Safety and dives into human factors science at the micro level. The course explores the interaction of humans and systems specific to health and human service agencies. Specifically, the course examines health and human service agencies and those who interact within it. Participants leave with the understanding that humans do not interact independent of systems and will have a better understanding of the rich interplay between the two. Furthermore, participants leave with the ability to independently use Human Factors principles in their workplace. They will understand the human contribution to success and failure as well as how to build systems that promote safe decisions and actions of the people who work within them.

Materials:

- Introduction to Human Factors and Human Factors Debriefing Learning Packet
- Human Factors Debriefing Checklist

*Learning Modules:*

- a. Introduction to Human Factors
 - Explore cognition and common influences to human behavior in complex systems and provide an overview of how humans operate in systems and common human biases and failure modes.
- b. Human Factors Debriefing Process
 - Use newly learned skills to debrief individuals that have been involved in critical incidents and identify influences to human behavior.

Course III: Accident Analysis

The third course supports the ability to use information learned in the first two courses and develop a systemic understanding of accidents. The course is designed to give participants the skillsets to independently analyze critical incidents common in health and human service agencies. Additionally, participants leave with practical tools to use in their analysis. Specifically, the course enables participants to develop skills specific to report writing. Participants will be able to take the results from the accident analysis and generate learning points and conclusions that will strategically support systemic change.

Materials:

- Accident Analysis Learning Packet
- Safety Systems Mapping Tool

Learning Modules:

- a. Learning from Failure
 - Provides in depth knowledge on how safety critical industries respond to and learn from failure.
- b. Safety Systems Mapping
 - Provides the tools and skillset to systemically analyze critical incidents and allows participants to use the systems mapping process independently and as a facilitation guide for review teams.
- c. Learning Points and Narrative Creation



- Teaches participants to extract meaningful learning points from the systems analysis and develop rich narratives that can be used for organizational improvement.

Course IV: Systems Analysis

The fourth and final course supports participants to develop the skills to analyze Learning Points for underlying systemic themes. Using the Systems Analysis Tool participants will practice scoring Narratives and identifying relevant systemic themes across cases.

Materials:

- Systems Analysis Learning Packet
- Systems Analysis Tool

Learning Modules:

a. Systems Analysis Tool

- Provides the participant with the tools and skillset to turn qualitative findings from accident analyses into quantitative data, which will allow data to be tracked and trended and analyzed longitudinally.

Technical Assistance Phase 1 (SCIR)

- Ongoing Monthly Support:
 - Biweekly Review Team Conference Calls
 - Individual / Team Coaching
 - Progress Updates
 - Needs Assessment
 - Unlimited email access
 - Dedicated Slack Channel
 - Policy, Procedure and Implementation Support (up to 15 hours/Month)
 - Procedure and Protocol Development
 - Policy Review
 - Strategic Implementation Planning
 - Critical Incident Report – Quality Review (up to 5 per month)
 - Skill Assessment
 - Technical Data Review



- Learning Points Development
- Human Factors Debriefing
- Systemic Mapping
- Narrative Creation
- Scoring
- Access to SCIR Management System (SMS)*
 - Systems Mapping Tool (SMT)
 - SCIR Report System (SRS)
- Access to Technical Assistance Skills Sessions
- Quarterly Virtual or Onsite Days (Two Days/Quarter)
 - Support as Needed (TA/Training/Onboarding)

*SCIR Management System

The SCIR Management System is a cloud-based software support for the Systemic Critical Incident Review process that is accessed by supported users via web application and includes two components: Systems Mapping Tool (SMT) and SCIR Reporting System (SRS). The SMT allows agencies to review critical incidents using evidence-based Safety Science. The tool is user friendly and designed to capture systemic influences within and outside of the agency. The SMT is web-based and can be used during in-person or distance-based review meetings. Users can create, save, and edit systems maps and generate PDF copies as a part of their review process. The SRS allows agencies to develop online forms unique to their critical incident review process. The SRS further allows users to complete forms online and easily capture and access data specific to the critical incident review process. The SRS functionality includes management of critical incident data (including demographics, systems maps, systems analysis tool and other critical incident data).



Technical Assistance Phase 2 (SCIR)

- Ongoing Technical Assistance and Support:
 - Conference Meetings (up to 3 hours/Month)
 - Individual / Team Coaching
 - Progress Updates
 - Needs Assessment
 - Unlimited email access
 - Dedicated Slack Channel
 - Critical Incident Report – Quality Review
 - Skill Support
 - Technical Data Review
 - Learning Points Development
 - Human Factors Debriefing
 - Systemic Mapping
 - Narrative Creation
 - Scoring
 - Access to SCIR Management System (SMS)*
 - Systems Mapping Tool (SMT)
 - SCIR Report System (SRS)
 - Access to Technical Assistance Skills Sessions
 - Access to Virtual SCIR Institute**
 - Quarterly Virtual or Onsite Day (One Day/Quarter)
 - Support as Needed (TA/Training/Onboarding)

***SCIR Management System**

The SCIR Management System is a cloud-based software support for the Systemic Critical Incident Review process that is accessed by supported users via web application and includes two components: Systems Mapping Tool (SMT) and SCIR Reporting System (SRS). The SMT allows agencies to review critical incidents using evidence-based Safety Science. The tool is user friendly and designed to capture systemic influences within and outside of the agency. The SMT is web-based and can be used during in-person or distance-based review meetings. Users can create, save, and edit systems maps and generate PDF copies as a part of their review process. The SRS allows agencies to



develop online forms unique to their critical incident review process. The SRS further allows users to complete forms online and easily capture and access data specific to the critical incident review process. The SRS functionality includes management of critical incident data (including demographics, systems maps, systems analysis tool and other critical incident data).

****Access to Virtual SCIR Institute** – For agencies in Phase 2 of the Collaborative Safety model, their staff will have access to participate in a Virtual SCIR Institute at no additional cost. Collaborative Safety will periodically provide a Virtual Systemic Critical Incident Review Institute. Access will allow for states to train or retrain Safety Analysts without the cost of individually hosting an institute. Safety Analysts will be provided with the same instruction and materials of individually hosted institutes and will be trained alongside representatives from other agencies.

Technical Assistance Phase 3 (SCIR)

- Individualized Technical Assistance and Ongoing Fidelity:
 - Unlimited Email Access
 - Dedicated Slack Channel
 - Access to Technical Assistance Skills Sessions
 - Access to SCIR Management System (SMS)*
 - Systems Mapping Tool (SMT)
 - SCIR Report System (SRS)
 - Fidelity Case Reviews**
 - Access to Virtual SCIR Institute***
 - Onsite Visit (Two Days per 12-month engagement) or Virtual Day (Two total Days per 12-month engagement)
 - Support as Needed (TA/Training/Onboarding)

***SCIR Management System**

The SCIR Management System is a cloud-based software support for the Systemic Critical Incident Review process that is accessed by supported users via web application and includes two components: Systems Mapping Tool (SMT) and SCIR Reporting System (SRS). The SMT



allows agencies to review critical incidents using evidence-based Safety Science. The tool is user friendly and designed to capture systemic influences within and outside of the agency. The SMT is web-based and can be used during in-person or distance-based review meetings. Users can create, save, and edit systems maps and generate PDF copies as a part of their review process. The SRS allows agencies to develop online forms unique to their critical incident review process. The SRS further allows users to complete forms online and easily capture and access data specific to the critical incident review process. The SRS functionality includes management of critical incident data (including demographics, systems maps, systems analysis tool and other critical incident data).

**Fidelity Case Reviews – Fidelity case reviews will take place following the implementation of the Systemic Critical Incident Review process. The purpose of these reviews is to monitor and maintain the quality of work associated with the review process as well as calibrate skills learned in the Systemic Critical Incident Institute. Fidelity Case Reviews consist of identifying a sample of completed reviews to evaluate the Technical Data Review, Learning Points development, Human Factors Debriefing Data, Systemic Mapping, Narrative Creation and Scoring with the Systems Analysis Tool.

***Access to Virtual SCIR Institute – For agencies in Phase 3 of the Collaborative Safety model, their staff will have access to participate in a Virtual SCIR Institute at no additional cost. Collaborative Safety will periodically provide a Virtual Systemic Critical Incident Review Institute. Access will allow for states to train or retrain Safety Analysts without the cost of individually hosting an institute. Safety Analysts will be provided with the same instruction and materials of individually hosted institutes and will be trained alongside representatives from other agencies.



Onsite or Virtual Mapping Support Days

Onsite or Virtual mapping support days include Collaborative Safety staff providing live support to Systems Mapping. This substantial support includes preparation support, live feedback, post feedback and other support as needed.

Executive Safety Institute

The Executive Safety Institute is designed to provide agency leadership with an executive level understanding of safety science. The Executive Safety Institute engages leadership on how to support safety advancement and system change as well as how to ethically respond to failure in a way that promotes organizational learning and improvement. Additionally, the training provides senior leadership with practical methods to address the media, public and other key stakeholders during high profile cases. It is critical for senior leadership to demonstrate their commitment to driving transformation. Training for all senior leaders delivers the greatest impact in terms of developing an agency culture that embraces accountability, while also ensuring that all stakeholders are aligned on both strategy and execution of agency priorities. The Executive Safety Institute can be delivered as a one-day or two-day Institute. The Institute can be delivered live onsite or live virtual. Both the onsite and virtual Institutes are comprised of three courses:

- Human Factors and System Safety
- Supporting Culture Transformation
- Language and Practical Applications

Course I: Human Factors and System Safety

This course lays the groundwork for the participants' knowledge about safety. The course provides a framework of system safety and is designed to engage participants with a comprehensive and holistic introduction to Human Factors and System Safety from an executive perspective. It also provides current models of accountability and ethics. Concepts and learning objectives are presented in a way that enables participants to make information meaningful. Throughout the session, information is strategically and thoughtfully connected to scope of position and political influence.



Course II: Supporting Culture Transformation

This course lays the foundation for the importance of leadership in supporting the advancement of safety within an agency. It also focuses on the role of leadership to successfully advance their agency into the 21st century of safety and system improvement. The course additionally highlights the importance of sharing advancements within their respective agency.

Course III: Language and Practical Application

This course provides executives with the ability to integrate safety science into everyday leadership. It will focus on the use of language to support staff performance, promoting teamwork, and the identification additional strategies and supports that are useful for everyday leadership, management and supervision.

Safety Leadership Institute – 2 Day

The Safety Leadership Institute is a two (2) day training designed to provide agency management with a high-level understanding of safety science. The SLI engages leaders, managers and supervisors on how to integrate safety science into everyday work to support a culture of safety and accountability and to enhance communications between staff. The Safety Leadership Institute can be delivered live onsite or live virtual. Both the onsite and virtual Institutes are comprised of three courses:

- Human Factors and Systems Safety Management Course
- Supporting Culture Transformation
- Integrating Safety Science into Leadership

Course I: Human Factors and System Safety Management Course

This course lays the groundwork for the participants' knowledge about safety. The course provides a framework of system safety and is designed to engage participants with a comprehensive and holistic introduction to Human Factors and System Safety from an organizational leadership perspective. It also provides current models of accountability and ethics. Concepts and learning objectives are presented in a way that enables participants to make information meaningful. Throughout the session, information is strategically and thoughtfully connected to scope of position.



Course II: Supporting Culture Transformation

This course lays the foundation for the importance of management in supporting the advancement of safety within an agency. It also focuses on the role of management to successfully advance their agency into the 21st century of safety and system improvement. The course additionally highlights the importance of sharing advancements within their respective agency.

Course III: Integrating Safety Science into Leadership

This course provides leaders, managers and supervisors with the ability to integrate safety science into everyday management and supervision. It will focus responding to and supporting worker performance, promoting teamwork, and the identification additional strategies and supports that are useful for everyday leadership, management and supervision.

Safety Leadership Institute – 1 Day

The Safety Leadership Institute is a one (1) day training designed to provide agency management with a high-level understanding of safety science. The SLI engages leaders, managers and supervisors on how to integrate safety science into everyday work to support a culture of safety and accountability and to enhance communications between staff. The Safety Leadership Institute can be delivered live onsite or live virtual. Both the onsite and virtual Institutes are comprised of two courses:

- Human Factors and Systems Safety Management Course
- Supporting Culture Transformation

Course I: Human Factors and System Safety Management Course

This course lays the groundwork for the participants' knowledge about safety. The course provides a framework of system safety and is designed to engage participants with a comprehensive and holistic introduction to Human Factors and System Safety from an organizational leadership perspective. It also provides current models of accountability and ethics. Concepts and learning objectives are presented in a way that enables participants to make information meaningful. Throughout the session, information is strategically and thoughtfully connected to scope of position.



Course II: Supporting Culture Transformation

This course lays the foundation for the importance of management in supporting the advancement of safety within an agency. It also focuses on the role of management to successfully advance their agency into the 21st century of safety and system improvement. The course additionally highlights the importance of sharing advancements within their respective agency.

Safety Champion Communities (SCC)

The Safety Champion Communities is designed for developing Safety Champions. Key Goals of the Safety Champion Staff:

- Develop advanced knowledge in Safety Science
- Support central leadership to sustain change
- Identify issues on the ground and serve as a solution
- Provide feedback from the field to central leadership
- Provide feedback to the field from the systemic critical incident review process
- Identify key resistors of the safety culture and assist with managing resistance to the safety culture amongst their colleagues

The SCC includes a Safety Champion Process Mapping and Guided Discovery Activity which is a two-day meeting with leadership and key stakeholders to customize Safety Champion plan and identify Safety Champion staff. Safety Champion Staff are typically aligned per business unit and include representation from leadership, management, supervisory and frontline staff. Additionally, the SCC includes a Safety Champion Staff Training that is a two-day training covering the topics of:

- Safety Science
 - New View Thinking
 - Safety Champion Process
 - Language and Accessing the Second Story

Finally, the SCC includes distance learning that takes place immediately after the Safety Champion Staff Training and includes:

- Independent Work (series of materials – audio, video, articles)
- Slack Post on dedicated Safety Champion Channel



- Monthly Video Conference Check In
- Additional Resources and Support
 - Dedicated Agency Portal on the Collaborative Safety Website
 - Access to Videos, Readings, Podcasts, etc.
 - Unlimited Email Support
 - Phone Conferences as Needed

Orientations

Orientations are three-hour meetings that take place onsite or virtually. Onsite orientations occur at 2 per day. Virtual Orientations are half days and can be across days. The Orientations are designed for frontline staff, supervisors and community partners to introduce safety science concepts, old views and new views of safety and how the agency is going to conduct reviews in the Collaborative Safety model. These meetings support the agency's commitment to engaging all staff in the safety culture of the organization. The Orientations serve a substantial purpose in creating agency alignment and increasing staff engagement.

Leadership Labs

Leadership Labs are a twelve-month engagement designed to for leaders, managers and supervisors who have completed the Safety Leadership Institute. Each Leadership Lab has 1 cohort of up to 12 staff. Agencies can select multiple cohorts. Content is provided through bi-weekly activities which include Webinars, Videos, Podcasts, Articles, Live Leadership Labs, and Cohort video conferences. Leadership Labs are learning engagements that incorporate specific tools and strategies to promote a safety culture in everyday practice and supervision. Leadership Labs are a critical component to integrating and sustaining a safety culture.

Advanced Practical Training: 12 Month

The Advanced Practical Training is a twelve-month engagement designed for Licensure, Investigations, Continuous Quality Improvement (CQI), Quality Assurance or other staff involved in direct agency oversight and/or monitoring. The first month begins with a two-day training institute. The first day of the Institute lays the groundwork for the participants' knowledge about



systems safety. The content provides a framework of system safety and is designed to engage participants with a comprehensive and holistic introduction to Human Factors and System Safety. Contrasting models and approaches are presented to give participants an increased command of relevant scientific literature. Concepts and learning objectives are presented in a way that enables participants to make information meaningful. The second day of the Institute is directed toward teaching participants on how to integrate safety science concepts into their everyday work. For months two through six, the participants are divided into two cohorts. Each cohort meets monthly to review institute content, discuss any barriers to implementation, and identify points of integration. Attention is given to current roles, administrative rules, and legislative mandates so that concepts are able to be embedded into everyday work that is compatible with these roles, rules and mandates. In the final six months, each cohort meets bi-monthly with a focus on sustainability.

Systems Learning Review Institute

The Systems Learning Review (SLR) Institute is a two (2) day training designed to support participants to develop an in depth understanding of safety science. This understanding of safety science is directed toward how systems function and how to review work from a systems approach. Furthermore, participants will receive instruction and develop competence to conduct Systems Learning Reviews as well as how to implement the process within their organization. The SLR is based on human factors and systems safety science and developed from established methods used in the fields of technology and air traffic control. These methods allow organizations to learn using a systems focus without exhaustive investments in time and resources, while still maintaining analytical fidelity.

Day 1: The first day of the Institute lays the groundwork for the participants' knowledge about systems safety. The content provides a framework of system safety and is designed to engage participants with a comprehensive and holistic introduction to Human Factors and System Safety. Contrasting models and approaches are presented to give participants an increased command of relevant scientific literature. Concepts and learning objectives



are presented in a way that enables participants to make information meaningful. Throughout the course, information is strategically and thoughtfully connected to the SLR process.

Day 2: The second day of the Institute is directed toward teaching participants on how to conduct a SLR using the Systems Learning Review Tool (SLR Tool). The beginning of the day focuses on the process and facilitation of the SLR. The second part of the day engages participants in hands-on practical application of the process and use of the SLR Tool.

Systems Learning Review Implementation Calls and Support

Following the Systems Learning Review Institute, ongoing telephonic and video conferencing calls take place over the course of two months to establish full implementation of the Systems Learning Review. This engagement is directed toward establishing any necessary skills, coordinated activities, documents or refinements needed for this full implementation. Implementation support also includes email correspondence and document review as needed. Frequency, duration, and exact dates/times of calls are to be determined jointly by the agency and Collaborative Safety, LLC.

Systems Learning Review Technical Assistance Phase 1

- Technical Assistance Process and Skill Development:
 - Scheduled Monthly and as Needed Video Conference calls
 - Process Development
 - Skills Development
 - Unlimited Email Access
 - Dedicated Slack Channel
 - Access to Technical Assistance Skills Sessions
 - Access to SCIR Management System (SMS)*
 - Systems Mapping Tool (SMT)
 - SCIR Report System (SRS)



Systems Learning Review Technical Assistance Phase 2

- Technical Assistance and Ongoing Fidelity:
 - Unlimited Email Access
 - Dedicated Slack Channel
 - Access to Technical Assistance Skills Sessions
 - Access to SCIR Management System (SMS)*
 - Systems Mapping Tool (SMT)
 - SCIR Report System (SRS)
 - Fidelity Case Reviews**

***SCIR Management System**

The SCIR Management System is a cloud-based software support for the Systemic Learning Review process that is accessed by supported users via web application and includes two components: Systems Mapping Tool (SMT) and SCIR Reporting System (SRS). The SMT allows agencies to review critical incidents using evidence-based Safety Science. The tool is user friendly and designed to capture systemic influences within and outside of the agency. The SMT is web-based and can be used during in-person or distance-based review meetings. Users can create, save, and edit systems maps and generate PDF copies as a part of their review process. The SRS allows agencies to develop online forms unique to their critical incident review process. The SRS further allows users to complete forms online and easily capture and access data specific to the critical incident review process. The SRS functionality includes management of systemic critical incident review data (including demographics, systems maps, systems analysis tool and other critical incident data).

****Fidelity Case Reviews** – Fidelity case reviews will take place following the implementation of the Systems Learning Review. The purpose of these reviews is to monitor and maintain the quality of work associated with the review process as well as calibrate skills learned in the Systems Learning Review Institute.



Systems Learning Mapping Institute

The Systems Learning Mapping (SLM) Institute is a two (2) day training designed to support participants to develop an in depth understanding of safety science and how to review work from a systems approach. The SLM is derived from systems mapping techniques commonly used in safety analysis and is used to study practice areas of interest. The goal of the systems learning mapping is to understand decision making within our system and identify systemic barriers to everyday work that can be addressed through system wide change and improvement. Unique to the SLM process is the identification of positive capacities. Positive capacities are represented by successful adaptive strategies used to manage important systemic barriers identified during the SLM process.

Day 1: The first day of the Institute lays the groundwork for the participants' knowledge about systems safety. The content provides a framework of system safety and is designed to engage participants with a comprehensive and holistic introduction to Human Factors and System Safety. Throughout the course, information is strategically and thoughtfully connected to the Systems Learning Mapping process.

Day 2: The second day of the Institute is directed toward teaching participants on how to conduct a Systems Learning Mapping (SLM). Day 2 focuses on building the Systems Learning Map using the Systems Mapping Tool (SMT) and mapping categorized systemic factors. Additionally, participants will learn skills to access positive capacities and develop considerations for system change.



Systems Learning Mapping Implementation Calls and Support

Following the Systems Learning Mapping Institute, ongoing telephonic and video conferencing calls take place over the course of two months to establish full implementation of the Systems Learning Mapping. This engagement is directed toward establishing any necessary skills, coordinated activities, documents or refinements needed for this full implementation. Implementation support also includes email correspondence and document review as needed. Frequency, duration, and exact dates/times of calls are to be determined jointly by the agency and Collaborative Safety, LLC.

Systems Learning Mapping Technical Assistance Phase 1

- Technical Assistance Process and Skill Development:
 - Scheduled Monthly and as Needed Video Conference calls
 - Process Development
 - Skills Development
 - Unlimited Email Access
 - Dedicated Slack Channel
 - Access to Technical Assistance Skills Sessions
 - Access to SCIR Management System (SMS)*
 - Systems Mapping Tool (SMT)
 - SCIR Report System (SRS)

Systems Learning Mapping Technical Assistance Phase 2

- Technical Assistance and Ongoing Fidelity:
 - Unlimited Email Access
 - Dedicated Slack Channel
 - Access to Technical Assistance Skills Sessions
 - Access to SCIR Management System (SMS)*
 - Systems Mapping Tool (SMT)
 - SCIR Report System (SRS)
 - Fidelity Case Reviews**

***SCIR Management System**

The SCIR Management System is a cloud-based software support for the Systems Learning Mapping process that is accessed by supported



users via web application and includes two components: Systems Mapping Tool (SMT) and SCIR Reporting System (SRS). The SMT allows agencies to review critical incidents using evidence-based Safety Science. The tool is user friendly and designed to capture systemic influences within and outside of the agency. The SMT is web-based and can be used during in-person or distance-based review meetings. Users can create, save, and edit systems maps and generate PDF copies as a part of their review process. The SRS allows agencies to develop online forms unique to their critical incident review process. The SRS further allows users to complete forms online and easily capture and access data specific to the critical incident review process. The SRS functionality includes management of systemic critical incident review data (including demographics, systems maps, systems analysis tool and other critical incident data).

****Fidelity Case Reviews** – Fidelity case reviews will take place following the implementation of the Systems Learning Mapping. The purpose of these reviews is to monitor and maintain the quality of work associated with the review process as well as calibrate skills learned in the Systems Learning Mapping Institute.

Onsite Consultation Days

Onsite consultation days can be used to engage leadership, external stakeholders, provide technical assistance or other provide activities to support the agency in Safety Science implementation.

Virtual Consultation Days

Virtual consultation days can be used to engage leadership, external stakeholders, provide technical assistance or other provide activities to support the agency in Safety Science implementation.

**eLearn Year 1**

The eLearn Year 1 is to maximize training of staff using interactive modules. Frontline staff are provided access to 4 modules that include Moving to a Safety Culture, Old View and New View of Safety, Language and Psychological Safety, and Telling Your Second Story. Leaders, Managers, and Supervisors are provided access to 6 modules that include Moving to a Safety Culture, Old View and New View of Safety, Language and Psychological Safety, Accessing the Second Story, Worker Accountability and Safety Culture, and Metrics in a Safety Culture. Pricing varies based on number of eLearn licenses purchased. eLearn Year begins at the start of the contract date.

eLearn Year 2 and Beyond

The eLearn Year 2 and beyond is offered at a 75% reduced cost from Year 1.



Training Costs 2022-2024

Training Title	Cost
Systemic Critical Incident Review Institute - Onsite (<12 participants) – Must Include Technical Assistance Phase 1	\$36,000
Systemic Critical Incident Review Institute - Virtual (<12 participants) – Must Include Technical Assistance Phase 1	\$33,000
Technical Assistance Phase 1 (SCIR) with Onsite Quarterly Visits	\$8,000/month
Technical Assistance Phase 1 (SCIR) with Virtual Quarterly Days	\$7,500/month
Technical Assistance Phase 2 (SCIR) with Onsite Quarterly Visits	\$7,000/month
Technical Assistance Phase 2 (SCIR) with Virtual Quarterly Day	\$6,500/month
Technical Assistance Phase 3 (SCIR)	\$4,000/month
Mapping Support Days - Onsite	\$6,000
Mapping Support Days - Virtual	\$5,000
Executive Safety Institute 2 Day (<24 participants) - Onsite	\$28,000
Executive Safety Institute 2 Day (<24 participants) - Virtual	\$24,000
Executive Safety Institute 1 Day (<24 participants) - Onsite	\$14,000
Executive Safety Institute 1 Day (<24 participants) - Virtual	\$12,000
Safety Leadership Institute 2 day (<24 participants) - Onsite	\$22,000
Safety Leadership Institute 2 day (<24 participants) - Virtual	\$22,000
Safety Leadership Institute 1 day (<24 participants) - Onsite	\$10,000
Safety Leadership Institute 1 day (<24 participants) - Virtual	\$10,000
Safety Champion Communities (SCC) 12 Months - Onsite	\$60,000
Safety Champion Communities (SCC) 12 Months - Virtual	\$57,000
Orientations - Onsite - 2 three-hour sessions/day (Unlimited participants)	\$6,000
Orientations - Virtual - 1 three-hour session (up to 300 participants)	\$2,500
Leadership Labs (12 participant cohort) 12 Months - Onsite	\$24,000
Leadership Labs (12 participant cohort) 12 Months - Virtual	\$22,500
Advanced Practical Training Institute: 12 Month (<24 participants) - Onsite	\$48,000
Advanced Practical Training Institute: 12 Month (<24 participants) - Virtual	\$45,000



Systems Learning Review Institute (<24 participants) - Onsite	\$24,000
Systems Learning Review Institute (<24 participants) - Virtual	\$22,500
Systems Learning Review Implementation Calls and Support (2 Months)	\$12,000
Systems Learning Review Technical Assistance Phase 1	\$4,000/month
Systems Learning Review Technical Assistance Phase 2	\$2,000/month
Systems Learning Mapping Institute (<24 participants) - Onsite	\$24,000
Systems Learning Mapping Institute (<24 participants) - Virtual	\$22,500
Systems Learning Mapping Implementation Calls and Support (2 Months)	\$12,000
Systems Learning Mapping Technical Assistance Phase 1	\$4,000/month
Systems Learning Mapping Technical Assistance Phase 2	\$2,000/month
Consultation Days - Onsite	\$12,000/day
Consultation Days - Virtual	\$11,250/day
eLearns Year 1	Variable
eLearns Year 2 + (75% reduced cost from Year 1)	Variable